



HOPP NEUMANN HUMKE<sup>LLP</sup>

July 24, 2025

**Via E-mail**  
Liz.Majerus@sheboyganwi.gov

Attorney Liz Majerus  
CITY OF SHEBOYGAN  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

Re: Ordinance Prosecution

Dear Attorney Majerus:

We are pleased to have the opportunity to represent the City of Sheboygan. As requested, we will represent the City with regards to its ordinance prosecution work.

The scope of our firm's representation may be broadened to cover additional matters after discussion with you and your agreement to the additional services. We have checked our records and, based on the information you have provided, we have determined that we have no conflict of interest in undertaking this representation.

The purpose of this letter is to confirm the understanding reached regarding the professional services you have retained our firm to provide as well as the basis and rate of our fees and the methods and procedures we use in billing for our services.

I will have primary responsibility for your representation. Certain other lawyers, paralegals and legal assistants as we believe are necessary and appropriate under the circumstances might also be involved. It is our policy, to the maximum extent compatible with a quality work product, to assign our personnel in a way designed to promote economy and efficiency.

Our fees will be based on the actual time spent by each attorney, paralegal or legal assistant working on your case multiplied by each person's respective hourly billing rate at that time.

Fractions of hours are computed in periods of not less than 1/10th of an hour. Our schedule of hourly rates for attorneys and other members of our professional staff is based on a number of matters, including years of experience, specialization and training of practice and level of professional attainment. Travel time, if any, is charged at applicable hourly billing rates based upon actual time spent in travel.

Our billing rate for paralegals and legal assistants is \$110.00 per hour and my municipal hourly rate is \$210.00 per hour. We do not ordinarily notify clients in advance of changes in

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Michael J. Bauer • Herbert C. Humke • Paul A. Dirkse • Crystal H. Fieber • Oliver M. Bauer • Kelly Del Ponte  
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Alexander Hopp 1955-1999 • H.C. Humke 1963-2009 • Roland M. Neumann 1986-2008

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rates, but that information is readily available and, upon request, will be communicated to you.

We will also charge you for all costs and expenses and disbursements made on your behalf, including filing fees, court costs, travel mileage, parking, messenger services, overnight delivery services and courier packages, if needed. Fees and expenses of others (such as experts, investigators, accountants, consultants, appraisers, and court reporters) may either be paid by our firm on your behalf and shown as disbursements on our statements or be invoiced directly to you for prompt payment to the originator of the invoice. We will advise you when retaining others to provide such services.

The fees and costs related to this matter are not predictable. Accordingly, we have made no commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent upon the ultimate outcome of the matter.

Billing statements are normally sent monthly for work performed and expenses incurred the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. In addition, interest may be imposed on the outstanding balance at the rate of 1% per month (12% per annum) until paid in full.

In the event that a statement is not paid when due, you will be responsible for the payment of all costs of collection, including the time which we spend on collection efforts based on our standard hourly rates and the reasonable attorneys' fees of other attorneys we may employ to collect our statement. If a statement remains unpaid despite our collection efforts, we may ultimately commence an action for judgment against you for the balance due, along with our costs and fees in the action.

All information disclosed on our statements to you (descriptions of services, hours, and billing rates) is confidential and should not be disclosed to any third parties (customers, clients, or others) unless required by law or court order. In instances where our statements must be disclosed to third parties to obtain reimbursement or will be needed to obtain approval of fees, we will prepare summary statements or otherwise modify our description to delete information subject to the attorney-client privilege and information which we consider proprietary to our firm.

Please be aware that either you or we may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide them with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree, absent extraordinary circumstances, to abide by that request and to promptly engage successor counsel to represent you. In the event that the representation is terminated for any reason by either party, you will be required to pay in full for fees and disbursements incurred as of the termination date.

Unless terminated prior to completion of our engagement, our representation of you will terminate upon our sending you our final statement for services rendered in this matter. After our representation of you in connection with this matter is concluded, changes may occur in applicable laws or regulations which could have an impact on your future rights and liabilities. While we would be happy to continue to represent you, we can assume no continuing obligation to advise you with respect to future legal developments, unless you specifically engage us to provide additional advice.

Following any termination of representation, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly. Our own files, including lawyer work product, pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting materials, and internal lawyers' work product, such as drafts, notes, internal memoranda, legal and factual research, including investigative reports prepared by or for internal use of our lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention policy. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or materials retained by us within a reasonable time after the termination of the engagement without further notice to you, unless you specifically direct otherwise.

*About Our Firm.* Hopp Neumann Humke LLP is organized as a limited liability partnership solely to render professional legal services. Limited liability partners generally are not personally responsible for the liabilities and obligations of the partnership. As a limited liability partnership, Hopp Neumann Humke LLP is responsible for professional liabilities incurred by lawyers employed by the firm. Moreover, while each Hopp Neumann Humke LLP partner is individually responsible for all of his or her own work for clients, our partners are not personally liable for the acts of our other lawyers unless they were supervising the work in question. Hopp Neumann Humke LLP maintains professional liability insurance as required by the Rules of the Wisconsin Supreme Court.

While the Wisconsin Supreme Court requires us to provide you with this information, we want to assure you that the business entity of our firm does not change our commitment to providing you with the highest quality legal service possible.

We very much appreciate the opportunity to be of service to you. Our goal is to provide legal services to you on the most cost-effective basis possible, consistent with a high-quality work product. If at any time you wish to discuss our billing policies and procedures generally or particular statements specifically, please do not hesitate to contact me.

If the foregoing terms and conditions accurately summarize and confirm your understanding of our attorney-client engagement, please indicate your approval and acceptance by dating, signing, and returning this letter to me.

Attorney Liz Majerus  
Re: City of Sheboygan – Ordinance Prosecution  
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We look forward to serving you and working with you on this matter. Thank you very much for selecting our firm to represent you.

Very truly yours,



Oliver M. Bauer  
e-mail: oliver.bauer@hopplaw.com

OMB/klb

#### **REPRESENTATION AGREEMENT**

The undersigned retains the professional services of Hopp Neumann Humke LLP as provided above.

**CITY OF SHEBOYGAN**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Liz Majerus**, Deputy City Attorney